

Contract No.: 582-14-40666  
Contract PCR No.: 40666

Site No.: R00210

Site Name: CES Environmental Services Inc

W.O. No.: 323-0039  
W.O. PCR No.: 51492  
W.O. Amendment No.: 3

# Texas Commission on Environmental Quality

## Remediation Division Work Order Initiation Form Payable

### I. WORK ORDER INITIATION

A. Phase: Removal Action

B. Period of Performance: From: 10/1/14 To: 8/31/15

C. Contractor: CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

Contract Type: AIRS

D. Contract Funding: Year: 2015

Fund No.: 5500/CR

PCA: 50194

Previous W.O. Budget: \$395,235.54

Amount of Amendment or W.O.: \$101,110.54

Current Total for THIS W.O.: \$496,346.08

New Total for ALL WORK ORDERS Obligated in this Contract :  
(as of Date 4/24/15)

\$6,930,597.79

Total BUDGET for This Contract:

\$7,500,000.00

E. Index No.: 04441 - Superfund

F. Date of Commission/ED Approval of Contract: 9/1/13

G. TCEQ Project Manager: Terry Andrews

### II. APPROVAL OF WORK ORDER

A. Section Manager

Date

4/24/15

Contract No. 582-14-40666  
Contract PCR No. 40666  
W.O. No. 323-0039  
W.O. PCR No. 51492  
Amendment No. 3

## WORK ORDER

Phase:	Removal Action	FY:	2015
Site:	CES Environmental Services Inc / Houston	Fund:	5500/CR
Site No.:	R00210	PCA Code:	50194
Period of Performance:	From: 10/1/14 To: 8/31/15		

### GENERAL

This Work Order, which is a Fixed Unit Price Work Order, is entered into as of the date of the last signature on the Work Order Initiation Form by and between the independent contractor CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. (herein termed the "CONTRACTOR") and the Texas Commission on Environmental Quality (herein termed "TCEQ"). This Work Order is subject to the CONTRACT for Work (herein termed the "CONTRACT") entered into by the CONTRACTOR and the TCEQ as of the effective date of the CONTRACT, and is a part of that CONTRACT and incorporated therein by reference for all purposes. This Work Order is subject to any amendments, modifications, or supplements to the CONTRACT, whether issued before or after this Work Order, and are incorporated as part of this Work Order for all purposes. Exhibits "A" & "B" of the Work Order are attached to this Work Order and incorporated as part of this Work Order for all purposes. Any amendments, modifications, supplements to the Agreement, whether issued before or after this Work Order. Exhibits "A" & "B" are attached to this Work Order and incorporated as part of this Work Order for all purposes. Any amendments, modifications or supplements issued to this Work Order shall be made a part of this Work Order as provided therein.

### SCOPE OF SERVICES

The Scope of Services for this Work Order and the associated unit costs and extensions are listed in Exhibit A of this Work Order. The CONTRACTOR shall provide all services and the necessary personnel, materials, equipment, and facilities required to complete the tasks indicated in the Scope of Services according to the Specifications for those tasks which are listed in the CONTRACT.

### CONFLICT OF INTEREST

If this is the first Work Order initiated at this site under this contract during the State fiscal year in which this Work Order is issued, then the completed CONFLICT OF INTEREST CERTIFICATION BY PERFORMING PARTY form shall be attached as Exhibit B of this Work Order.

**SUBCONTRACTOR UTILIZATION:** Each Work Plan for a Work Order or Work Order Amendment shall include a listing of all subcontractor(s) proposed to be utilized for Work. The Contractor shall notify the TCEQ Project Manager of any subcontractor(s) proposed to be utilized which are not on the HUB Subcontracting Plan approved by TCEQ for this CONTRACT.

**UNUSED FUNDS:** Upon becoming aware that funding for pay items approved in this Work Order will not be used, the Contractor shall immediately notify the TCEQ Project Manager.

## ADDITIONAL INSTRUCTIONS

AMENDMENT CREATED ON 4/17/15 FOR SITE: R00210; Facility: CES Environmental Services Inc, 4904 Griggs Rd , Houston by Terry Andrews

**PURPOSE:** The purpose of this Work Order Amendment (WOA) is to authorize the CONTRACTOR, in accordance with the Assessment, Investigation, and Remediation Services Contract, to conduct additional removal activities at the CES Environmental Services site located in Houston, Harris County, Texas.

### 3 - VACUUM BOX WASTE TRANSPORTATION AND DISPOSAL (REVISED)

**SCOPE:** The CONTRACTOR shall provide all necessary personnel, equipment, materials and supplies to properly transport and dispose (via incineration) of the waste that is contained in two additional vacuum boxes at the CES Environmental Services Inc. facility. After the waste has been removed from the vacuum boxes, the CONTRACTOR shall have the boxes cleaned and returned to the rental company.

**SCHEDULE:** The CONTRACTOR shall transport the waste contained in the two additional vacuum boxes from the CES Environmental Services Inc. site to the waste disposal facility by June 1, 2015. The CONTRACTOR shall dispose of all of the vacuum box waste and return the vacuum boxes by July 1, 2015.

**PAYMENT:** No changes.

Item	Unit	Unit Price	----Additional----	
			Quantity	Price
3500-1	TBN	\$0.553	58815	\$32,524.70
Disposal of Solid Wastes - Hazardous waste disposal per pound (incineration)				
3500-2	TBN	\$0.174	58815	\$10,233.81
Disposal of Solid Wastes - Incineration surcharges				
3650-2	TBN	\$2,606.47	2	\$5,212.94
Work Not Otherwise Specified - Vac Box transportation and cleaning				
6100-1	PER HOUR	\$133.45	2	\$266.90
Senior Project Manager				
6100-6	PER HOUR	\$66.48	10	\$664.80
Mid-Level Scientist				
6100-13	PER HOUR	\$51.49	2	\$102.98
Administrative Assistant				
8210-1	PER MILE	\$0.65	120	\$78.00
Light Vehicle Mileage Rate				
Sub-total:			\$49,084.13	

### 6 - TRANSPORTATION AND DISPOSAL OF ST-1 WASTE

**SCOPE:** The CONTRACTOR shall provide all necessary personnel, equipment, materials and

supplies to properly transport and dispose (via incineration) of the ST-1 waste that is contained in 32 drums and 7 totes at the CES Environmental Services Inc. facility.

**SCHEDULE:** The CONTRACTOR shall transport the ST-1 waste containers to the waste disposal facility by June 1, 2015. The CONTRACTOR shall dispose of all of the ST-1 waste by July 1, 2015.

**PAYMENT:** Payment for transportation and disposal of the ST-1 waste will be made based on the negotiated lump sum of \$52,026.41. This lump sum includes a fuel recovery fee and labor hours for project management.

Item	Unit	Unit Price	---Additional---	
			Quantity	Price
3650-4	TBN	\$52,026.41	1	\$52,026.41
Work Not Otherwise Specified - Transportation and disposal of ST-1 waste				
Sub-total:			\$52,026.41	

**Exhibit A - WORK ORDER SCOPE OF SERVICES**

W.O. Date: 10/1/14

W.O. No.: 323-0039

W.O. PCR No.: 51492

Contract Number: 582-14-40666

Contract PCR Number: 40666

Price List Used: FY 2015

Item	Unit Price	----Previous----		----Additional----		----Total----	
		Quantity	Price	Quantity	Price	Quantity	Price
2420-1	\$6,922.00	1	\$6,922.00	0	\$0.00	1	\$6,922.00
Removal Action Report							
3500-1	\$0.553	357840	\$197,885.52	58815	\$32,524.70	416655	\$230,410.22
Disposal of Solid Wastes							
3500-2	\$0.174	357840	\$62,264.16	58815	\$10,233.81	416655	\$72,497.97
Disposal of Solid Wastes							
3500-3	\$224.64	50	\$11,232.00	0	\$0.00	50	\$11,232.00
Disposal of Solid Wastes							
3650-1	\$69,470.00	1	\$69,470.00	0	\$0.00	1	\$69,470.00
Work Not Otherwise Specified							
3650-2	\$2,606.47	12	\$31,277.64	2	\$5,212.94	14	\$36,490.58
Work Not Otherwise Specified							
3650-3	\$1,432.11	2	\$2,864.22	0	\$0.00	2	\$2,864.22
Work Not Otherwise Specified							
3650-4	\$52,026.41	0	\$0.00	1	\$52,026.41	1	\$52,026.41
Work Not Otherwise Specified							
6100-1	\$133.45	36	\$4,804.20	2	\$266.90	38	\$5,071.10
Senior Project Manager							
6100-6	\$66.48	92	\$6,116.16	10	\$664.80	102	\$6,780.96
Mid-Level Scientist							
6100-13	\$51.49	36	\$1,853.64	2	\$102.98	38	\$1,956.62
Administrative Assistant							
8210-1	\$0.65	840	\$546.00	120	\$78.00	960	\$624.00
Light Vehicle Mileage Rate							
Current W.O. Total:			\$395,235.54		\$101,110.54		\$496,346.08